

## **REMARKS**

In the Official Action mailed on **22 October 2009**, the Examiner reviewed claims 1-29. Examiner rejected claims 1-22 and 29 under 35 U.S.C. § 112.

Examiner allowed claims 23-28.

### **Rejections under 35 U.S.C. § 112**

Examiner rejected claims 1-22 and 29 under 35 U.S.C. § 112, arguing that these claims were indefinite. More specifically, Examiner rejected claims 1, 11-12, 22, and 29, arguing that these claims were indefinite in claiming management communications. Examiner noted that the first and second category communications were defined in one section of the claims and it was unclear how those definitions related to usages later in the claims.

Applicant has amended the independent claims to clarify that the claimed embodiments:

1. receive a management communication packet addressed to the first endnode;
2. determine whether the first endnode is a trusted endnode;
3. determine whether the management communication is a first category management communication; and
4. if the first endnode is not a trusted endnode *and* the management communication is not a first category management communication, discard the management communication.

In other words, if *both* (a) the first endnode is not a trusted endnode and (b) the communication is not a first category management communication, then the management communication is discarded. Applicant respectfully submits that the amended claims more clearly identify the claimed subject matter and requests the withdrawal of the rejection under 35 U.S.C. § 112.

Examiner also rejected claims 1, 11-12, 22, and 29 under 35 U.S.C. § 112, arguing that the claims recited a “trusted endnode” and a “manager node,” but did not show the relationship between the trusted endnode and the manager node. Applicant respectfully disagrees with these rejections. Applicant respectfully points examiner to the relevant section of the Manual of Patent Examining Procedure for clarification on the definiteness requirement. For example:

If the language of the claim is such that a person of ordinary skill in the art could not interpret the metes and bounds of the claim so as to understand how to avoid infringement, a rejection of the claim under 35 U.S.C. 112, second paragraph, would be appropriate, and

The test for definiteness under 35 U.S.C. 112, second paragraph, is whether “those skilled in the art would understand what is claimed when the claim is read in light of the specification.”<sup>1</sup>

Because management nodes and trusted nodes are described in the specification in sufficient detail to enable one of skill in the art to understand the distinction between these two types of nodes, the claims as presently worded meet the definiteness requirement. Applicant therefore requests the withdrawal of the rejection under 35 U.S.C. § 112.

Examiner further rejected claims 1, 11-12, and 22 under 35 U.S.C. § 112, arguing that certain language in these claims did not have proper antecedent basis.

Applicant has carefully reviewed the indicated claims and finds no problems with antecedent basis. For example, the following limitation appears at line 6 of independent claim 1:

a reply from the manager node to a request from **an endnode**

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<sup>1</sup> see MPEP § 2173.02

This limitation does not indicate “the endnode” (following a first reference to “an endnode” in line 5 of claim 1) because the claim language is referring to a first category of communication under which a reply from the manager node to *any* endnode is generally grouped in the first category of management communication. It would be grammatically and syntactically incorrect to call any endnode to which the manager node can send a reply “the endnode.” Applicant therefore requests either the withdrawal of the rejection under 35 U.S.C. § 112 or a clarification of the issue regarding antecedent basis.

### **CONCLUSION**

It is submitted that the application is presently in form for allowance.  
Such action is respectfully requested.

Respectfully submitted,

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